

DOCKET NO: HHD-CV-18-6088971-S : SUPERIOR COURT

GLORIA FARBER, as Executor of the : J.D. OF HARTFORD  
Estate of HILLIARD FARBER

: AT HARTFORD

v.

FOTIS DULOS and JENNIFER DULOS : DECEMBER 14, 2018

**REQUEST FOR LEAVE TO FILE AMENDED COMPLAINT**

Pursuant to Practice Book §10-60(a)(3), the plaintiff in the above-entitled matter hereby files this request for leave to file an amendment to its complaint dated January 25, 2018 as set forth in the attached proposed Amended Complaint.

PLAINTIFF,

By

Richard P. Weinstein, Esquire of  
WEINSTEIN & WISSER, P.C.  
29 South Main Street, Suite 207  
West Hartford, CT 06107  
Telephone No. (860) 561-2628  
Email: [rpw@weinsteinwisser.com](mailto:rpw@weinsteinwisser.com)

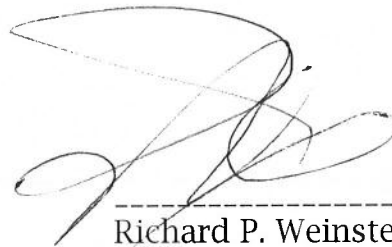
CERTIFICATION

This is to certify that on the 14th day of December, 2018, a copy of the foregoing was served upon:

Kent D. Mawhinney, Esquire  
Markowitz & Mawhinney, P.C.  
34 Jerome Avenue, Suite 108  
Bloomfield, CT 06002  
[kent@m-and-mlaw.com](mailto:kent@m-and-mlaw.com)

John P. Clifford, Jr., Esquire  
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214 Main Street  
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Reuben S. Midler, Esquire  
Law Offices Wayne D. Effron P.C.  
P.O. Box 5237  
Greenwich, CT 06831  
[effronlaw@effronlaw.com](mailto:effronlaw@effronlaw.com)

A handwritten signature in dark ink, appearing to read 'Richard P. Weinstein', is written over a horizontal dashed line.

Richard P. Weinstein

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FOTIS DULOS and JENNIFER DULOS : DECEMBER 14, 2018

AMENDED COMPLAINT

COUNT ONE - Breach of Contract

1. This is an action to collect on a promissory note made by defendants Fotis Dulos and Jennifer Dulos in favor of Hilliard Farber.

2. Plaintiff Gloria Farber is the surviving spouse of Hilliard Farber, who died on January 8, 2017. On March 13, 2017, the Surrogate's Court of the State of New York appointed plaintiff Gloria Farber and John P. Schmitt as co-executors and fiduciaries of the Estate of Hilliard Farber. Gloria Farber brings this action in her fiduciary capacity on behalf of the Estate of Hilliard Farber.

3. Pursuant to a Note dated June 28, 2012 (the "Note"), defendants promised to pay Hilliard Farber the sum of \$500,000.00, payable with interest thereon. A true and accurate copy of the Note is attached as Exhibit A.

4. The estate is the current holder and owner of the Note.

5. Pursuant to the terms of the Note, defendants promised to make certain payments.

6. The Note matured on July 1, 2017 and is now past due.

7. The Note provides that defendants shall be liable for all of Plaintiff's costs and expenses in enforcing the Note, including without limitation, reasonable attorney's fees.

8. Defendants are in default as a result of their failure to pay the Note when due. Despite demand, Borrowers have failed, neglected, or refused to pay all amounts due under the Note. The outstanding principal balance is \$179,834.90, together with accrued interest and late charges, as well as reasonable attorneys' fees, all due pursuant to the terms of the Note.

9. Defendants are in default under the Note, Plaintiff has suffered damages.

## COUNT TWO

1. In connection with the acquisition of property known as Jefferson Crossing, the defendants borrowed \$2,300,000 from BNY Mellon NA by seeking and securing security from the decedent and the plaintiff.

2. At all times relevant hereto, defendant Fotis Dulos was obligated to make said payments on the property.

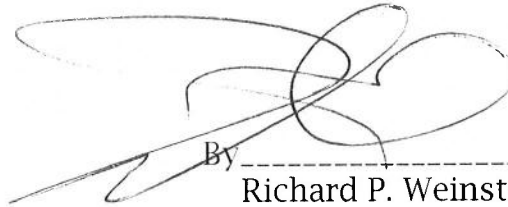
3. The decedent and the plaintiff are guarantors in regard to said debt and while the defendant Fotis Dulos had been making payments in regard to same, he has now defaulted and failed to make those payments whereby the

plaintiff claims damages as a result of the default and failure to meet said mortgage obligation as the bank is now charging plaintiff's collateral with the payments.

WHEREFORE, the plaintiff claims:

1. Money damages;
2. Attorney's fees;
3. Pre- and post-judgment interest; and
4. Such other and further relief as the Court deems just and proper.

PLAINTIFF,

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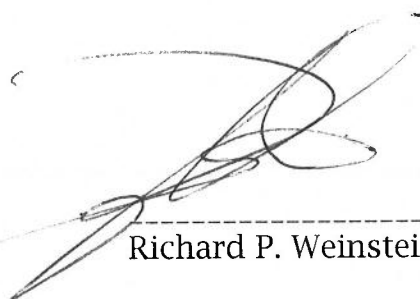
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Richard P. Weinstein



~~RETURN DATE: FEBRUARY 20, 2018-~~  
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: ~~JANUARY 25~~DECEMBER 14, 2018

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2. At all times relevant hereto, defendant Fotis Dulos was obligated to make said payments on the property.
3. The decedent and the plaintiff are guarantors in regard to said debt and while the defendant Fotis Dulos had been making payments in regard to same, he has now defaulted and failed to make those payments whereby the

plaintiff claims damages as a result of the default and failure to meet said mortgage obligation as the bank is now charging plaintiff's collateral with the payments.

WHEREFORE, the plaintiff claims:

1. Money damages;
2. Attorney's fees;
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**STATEMENT OF AMOUNT IN DEMAND**

\_\_\_\_\_  
The amount in demand, exclusive of interest and costs, is greater than  
Fifteen Thousand (\$15,000.00) Dollars.

\_\_\_\_\_  
\_\_\_\_\_  
PLAINTIFF,

By \_\_\_\_\_



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